



# COUNTY OF LOS ANGELES OFFICE OF PUBLIC SAFETY

## DEPARTMENT OF HUMAN RESOURCES

375 KENNETH HAHN HALL OF ADMINISTRATION  
500 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012  
(213) 974-1302 FAX (213) 620-7141

*To Enrich Lives Through Effective and Caring Service*

**MICHAEL J. HENRY**  
DIRECTOR OF PERSONNEL

**MARGARET A. YORK**  
CHIEF, OFFICE OF PUBLIC SAFETY

March 8, 2005

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**REQUEST APPROVAL OF AMENDMENT NUMBER TWO  
TO AGREEMENT NUMBER 73341 WITH PRUDENTIAL SECURITY SERVICES, INC.,  
FOR SECURITY SERVICES AND EXTENSION OF TERMS OF SIX OTHER  
"AS NEEDED" SECURITY SERVICES AGREEMENT  
(ALL DISTRICTS) (3 VOTE)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Chair to sign Amendment Number Two (Attachment I) to Agreement Number 73341 for "as needed" security services with Prudential Security Services, Inc., to extend the Agreement for six months, on a month-to-month basis from April 24, 2005 through October 24, 2005, pending completion of the RFP process, and to make appropriate amendments to add or modify various Board mandated provisions.

Administrative Services Bureau  
13001 Dahlia Street  
Downey, CA 90242-4100  
Phone (562) 940-8358  
Fax (562) 401-2820

Facilities Services Bureau  
B-75 Hall of Records  
320 West Temple Street  
Los Angeles, CA 90012-3220  
Phone (213) 974-9603  
Fax (213) 617-2143

Health Services Bureau  
13001 Dahlia Street  
Downey, CA 90242-4100  
Phone (562) 940-8360  
Fax (562) 803-0013

Parks Services Bureau  
2101 N. Highland Avenue  
Bungalow D  
Los Angeles, CA 90068-3240  
Phone (323) 845-0075  
Fax (323) 882-8209

2. Delegate authority to the Chief, Office of Public Safety (OPS) or her designee, to execute amendments, substantially similar to Attachment I, after County Counsel approval as to form, to extend the respective terms of six (6) existing "as needed" agreements between the County and security contractors listed in Attachment II for six (6) months, on a month-to-month basis from April 24, 2005 through October 24, 2005, pending completion of the RFP process and award of new contracts by the Board, and to make appropriate amendments to add or modify various Board mandated provisions.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Office of Public Safety currently has "as needed" security services agreements with six (6) security companies (Prudential Security Services Inc.; Perfect Protective Services, Inc.; Top Security Services, Inc.; North American Security Services, Inc.; Securitas Services USA, Inc., and Regional Patrol, Inc.), all of which are scheduled to expire April 24, 2005.

On August 19, 2004, the Chief of OPS, released a Request for Proposal (RFP) to replace three (3) Proposition A contracts and six (6) "as needed" agreements, through which security services are currently being provided to thirteen (13) County departments (Department of Health Services, Department of Public Social Services, Department of Mental Health, Department of Children and Family Services, and other departments). It was originally anticipated that OPS would recommend to your Board new agreements for approval by February 2005.

After release of the RFP, it was discovered that changes to the scope of work needed to be made to address additional needs of and new security requirements related to County departments. In addition, at the October 12, 2004, Board meeting, representatives of three (3) security companies planning to submit proposals under the RFP expressed concerns with the bid bond requirement and its impact on small business. As a result, OPS withdrew the RFP and on November 9, 2004, released a restructured RFP, which addressed new security requirements and eliminated the bid bond (leaving in place a performance bond requirement and other protections in the event of a contractor's default). It is anticipated that the new solicitation process will be completed by April 29, 2005. Therefore, an extension of the six (6) "as needed" agreements is necessary to allow OPS sufficient time to complete the RFP process and avoid interruption of security services to County departments.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goals of Service Excellence and Public Safety. Board approval will allow the OPS to provide uninterrupted security services that are responsive to community and County employees who work or visit those County facilities.

### **FISCAL IMPACT/FINANCING**

Funding for the agreements is included in the Security Guard Services budget for client departments that are requesting security services at their facilities. All contractors have agreed to extend the agreements at the current contract rates.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

An extension of the six (6) as needed security agreements is necessary to allow the current contractors to continue providing security services while OPS completes the solicitation process and award of new contracts for replacement services.

In addition, the agreements will be amended to add and/or revise Board mandated provisions to ensure the most recent contractual provisions are included (e.g., Jury Service Program, Safely Surrendered Baby Law, Contractor Responsibility and Debarment, Child Support Compliance Program, GAIN/GROW Participants, etc.). County Counsel has approved Amendment Number Two (Attachment I) to Agreement Number 73341 for "as needed" security services with Prudential Security Service, Inc., as to form. The Department of Human Resources has reviewed and approved the proposed actions.

In April 2001, the Board approved twelve (12) as needed agreements to provide as needed security services throughout the Los Angeles County. During the past three (3) years, OPS terminated or did not exercise the options to extend contracts because of past performance problems and failure to provide adequate coverage at various County facilities.

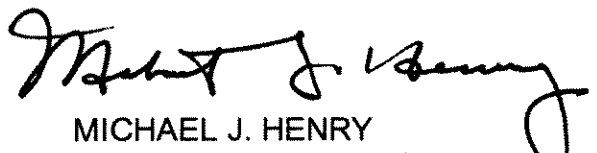
### **IMPACT ON CURRENT SERVICES (OR PROJECT)**

With Board approval, OPS will be able to continue to provide uninterrupted security services to its client departments. There will be no negative impact on any County programs or projects by granting an extension of the agreement.

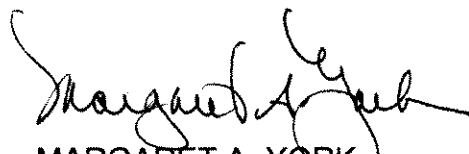
**CONCLUSION**

The Department of Human Resources and the Office of Public Safety will need two copies of the adopted Board's action for contract files and contractor notifications. It is requested that the Executive Office-Clerk of the Board notify the Office of Public Safety at (562) 940-7203 when this document is available.

Respectfully submitted,



MICHAEL J. HENRY  
Director, Department of Human Resources



MARGARET A. YORK  
Chief, Office of Public Safety

MJH:MAY:GAB:VHL:yt

Attachments (5)

- c: Chief Administrative Officer
- County Counsel
- Executive Officer, Board of Supervisors
- Auditor-Controller

**AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 73341  
BY AND BETWEEN LOS ANGELES COUNTY  
AND  
PRUDENTIAL SECURITY SERVICES, INC. FOR SECURITY SERVICES**

This Amendment Number Two to Agreement Number 73341 is made and entered into this \_\_\_\_\_ day of March, 2005,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body  
corporate and politic (hereafter "County")

AND

**PRUDENTIAL SECURITY SERVICES, INC.**  
(hereafter "Contractor").

**WHEREAS**, on April 24, 2001, the County and Contractor entered into Agreement Number 73341 to provide the County with security services on an as-needed basis (the "Agreement"); and

**WHEREAS**, the Agreement is scheduled to expire on April 24, 2005; and

**WHEREAS**, the County recently released a solicitation for security services which will not be completed prior to the expiration of the Agreement; and

**WHEREAS**, the County and Contractor agree to extend the term of the agreement beyond the expiration date of April 24, 2005, in order to ensure there is no interruption of security services during the County's current solicitation process; and

**WHEREAS**, the parties further agree that in consideration of the extension of the term of the Agreement, additional and/or revised contract provisions will be added to the Agreement to bring it up to date with County provisions adopted since the start of this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises, covenants and conditions set forth herein, County and Contractor hereby agree as follows:

I. SECTION 5 ("TERM") is hereby amended in its entirety to read as follows:

The term of this Agreement shall commence on April 24, 2001 and, unless otherwise terminated in accordance with this Agreement, shall continue in full force and effect until October 24, 2005, except as otherwise provided in this Agreement; and provided further that the County may terminate this contract after April 24, 2005 upon thirty (30) days notice.

- II. Exhibit A (Standard Terms and Conditions) to the Agreement is hereby amended by revising the following provisions:

**§ 411, entitled "County Layoffs" is hereby amended to read:**

- (a) Should the Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the Contractor shall give first consideration for any such employment openings to qualified, permanent County employees who are targeted for layoff or qualified former, County employees who are on a re-employment list during the life term of this Agreement.

**§ 412 entitled "Consideration of Hiring GAIN/GROW Program Participants" is hereby amended in its entirety to read:**

- (a) Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for such employment to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.
- (b) In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

**§413 entitled "Contractor's Warranty Of Adherence To County's Child Support Compliance Program" is hereby amended in its entirety to read:**

- (a) The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- (b) As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**§ 602, entitled "Insurance" is amended by revising the second full paragraph of that section in its entirety to read:**

All insurance required hereunder shall be primary with respect to any insurance maintained by the County and shall not call on County's program for contributions. Program(s) of insurance, evidence of coverage and other related insurance requirements applicable to Contractor shall include:"

**§ 602, entitled "Insurance" is further amended by adding subdivisions (g) through (k) to read as follows:**

- (g) **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Office of Public Safety, Contracts Section, 13001 Dahlia Street, Downey, California 90242-4100 prior to commencing services under this Agreement. Such certificates or other evidence shall:
  - (1) Specifically identify this Agreement;
  - (2) Clearly evidence all coverages required in this Agreement;
  - (3) Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
  - (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Agreement; and
  - (5) Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- (h) **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.
- (i) **Notification of Incidents, Claims or Suits:** Contractor shall report to the County:
  - (1) Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall

be made in writing within 24 hours of occurrence.

- (2) Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
  - (3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.
  - (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.
- (j) **Compensation for County Costs:** In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.
- (k) **Insurance Coverage Requirements for Subcontractors:** The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:
- (1) providing evidence of insurance covering the activities of subcontractors, or
  - (2) providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

**§ 905, entitled "Termination For Breach Of Warranty To Maintain Compliance With County's Child Support Compliance Program", is hereby amended in its entirety to read as follows:**

Failure of the Contractor to maintain compliance with the requirements set forth in Sub- §413 (*Contractor's Warranty of Adherence to County's Child Support Compliance Program*), shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of Contractor to cure such defaults within 90 calendar days of within notice shall be grounds upon which the County may terminate this Agreement pursuant to § 901 (*Termination for Default*) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

- III. Exhibit A (Standard Terms and Conditions) to the Agreement is hereby amended by adding the following new provisions:

**§ 1014. Budget Reductions.** In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Agreement.



The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Agreement.

**§ 1015. Jury Service Program.** This Agreement is subject to the provisions of the County's ordinance entitled *Contractor Employee Jury Service* ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as "Exhibit D", incorporated by reference into, and made a part of this Agreement.

**§ 1016. Written Employee Jury Service Policy.** (a) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Contractor employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

(b) For purposes of this § 1016, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this § 1016. The provisions of this § 1016 shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the contract.

(c) If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service

Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Program.

- (d) Contractor's violation of this § 1016 of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

**§ 1017. Contractor's Acknowledgement Of County's Commitment To The Safely Surrendered Baby Law.** The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

**§ 1018. Notice To Employees Regarding The Safely Surrendered Baby Law.**

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit E* of this Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**§ 1019. Recycled Bond Paper.** Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

**§ 1020. Contractor Responsibility And Debarment**

- (a) A responsible contractor is a contractor who has demonstrated the attribute trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible contractors.

**(b) Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, *Exhibit F*, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts

for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the Contractor may have with the County.

**(c) Non-responsible Contractor**

The County may debar Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

**(d) Contractor Hearing Board**

If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing board.

**§ 1021 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action

measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

- V. Except as expressly modified by this Amendment, the unaffected terms and conditions of the Agreement (including all exhibits thereto) shall remain valid, binding, and enforceable against the parties.

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**IN WITNESS WHEREOF**, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Chairman and the seal of such Board hereto affixed and attested by the Executive Officer and Clerk thereof, and Contractor has caused this Amendment to be signed on its behalf by its duly authorized officer(s). The person signing on behalf of the Contractor warrants under penalty of perjury that he or she is authorized to bind the Contractor.


COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

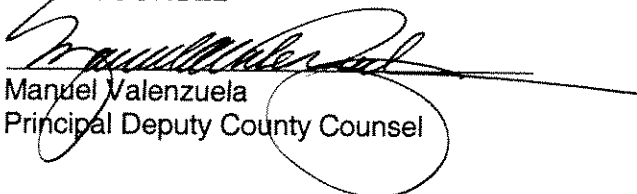
VIOLET VARONA-LUKENS  
Executive Officer-Clerk of the  
Los Angeles County  
Board of Supervisors

By: \_\_\_\_\_

CONTRACTOR  
By:   
Signature  
Manuel V. Martinez  
Printed Name  
Vice-President  
Title  
95-4439886  
Tax Identification Number

APPROVED AS TO FORM

RAY G. FORTNER, JR.  
COUNTY COUNSEL

By:   
Manuel Valenzuela  
Principal Deputy County Counsel

**COUNTY OF LOS ANGELES – OFFICE OF PUBLIC SAFETY/COUNTY POLICE****Contracts Administration**

**Existing Contracts to be extended from April 24, 2005 through October 24, 2005  
For "As Needed" Security Services**

<b>Contractor</b>	<b>Contract Number</b>
Perfect Protective Services, Inc.	73775
Top Security Services, Inc.	73344
North American Security Services, Inc.	73340
Securitas Services, USA, Inc.	73773
Regional Patrol, Inc.	73776

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
  7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.



Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  1. Has ten or fewer employees during the contract period; and,
  2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

# **SAFELY SURRENDERED BABY LAW**

*Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.*

**The California Safely  
Surrendered Baby Law:**

Allows a distressed birth parent(s) to legally, confidentially, and safely surrender their baby

Provides a safe place for babies

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected

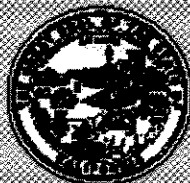
Does not require that names be given when the baby is surrendered

Permits parents to bring a baby within 3 days of birth to any hospital emergency room in California

**In California, no one ever  
has to abandon a child again.**

**no shame.  
no blame.  
no names.**

**now there's a way  
to safely surrender  
your baby**



State of California  
Gray Davis, Governor  
Health and Human Services Agency  
Grantland Johnson, Secretary  
Department of Social Services  
Rita Saenz, Director

TUB 400 (4/92)



**What is the Safely Surrendered Baby Law?**

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

**How does it work?**

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. If there are additional places, they will be listed on the back of this brochure. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

**Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

**Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

**Does a parent have to tell anything to the people taking the baby?**

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

**What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

**What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

**What if a parent wants the baby back?**

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

**Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger.

It is also illegal. Too often, it results in the baby's death.

Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

**The Eighteenth Safely Surrendered Baby in California**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

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*Every baby deserves a chance for a healthy life.*

*If you or someone you know is considering giving up a child, learn about your options.*

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**Los Angeles County  
Safely  
Surrendered  
Baby  
Hotline**



**(877) BABY SAFE**

**Toll Free (877) 272-7273**

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services

- Guaranteed Confidentiality
- 7 Days a Week
- 24 Hours a Day
- English and Spanish and 140 Other Languages Spoken



INFO LINE of Los Angeles has been in business since 1981.  
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.

**Title 2 ADMINISTRATION  
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY  
AND CONTRACTOR DEBARMENT ORDINANCE**

**2.202.010 Findings and declarations.**

The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2000-0011 § 1 (part), 2000.)

**2.202.020 Definitions.**

For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation or other entity who has contracted with, or is seeking to contract with, the county to provide goods to, or perform services for or on behalf of, the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor or vendor.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding upon, being awarded, and/or performing work on a contract with the county for a period of up to three years. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."
- D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.
- E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, nonprofit corporations created by the county and any joint powers authorities that have adopted county contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors. (Ord. 2000-0011 § 1 (part), 2000.)

**2.202.030 Determination of contractor non-responsibility.**

- A. Prior to a contract being awarded by the county, the county may determine that a party submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a bidder/proposer is non-responsible for a particular contract, said bidder/proposer shall be ineligible for the award of that contract.

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- B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the county or

any other public entity, or engaged in a pattern or practice which negatively reflects on same; (2) committed an act or omission which indicates a lack of business integrity or business honesty; or (3) made or submitted a false claim against the county or any other public entity.

- C. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.
- D. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the county in determining whether a contractor should be deemed non-responsible. (Ord. 2000-0011 § 1 (part), 2000.)

**2.202.040 Debarment of Contractors.**

- A. The county may debar a contractor who has an existing contract with the county and/or a contractor who has submitted a bid or proposal for a new contract with the county.
- B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the county; (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the county or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or

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business honesty; or (4) made or submitted a false claim against the county or any other public entity.

- C. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.
- D. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the county in making any debarment decision. Upon a debarment finding by the board of supervisors, the county shall have the right, in its discretion, to determine the length that the contractor may be prohibited from bidding upon and being awarded a new contract with the county, which period may not exceed three years. In addition, upon a debarment finding by the board of supervisors, the county may, in its discretion, terminate any or all existing contracts the contractor may have with the county. In the event that any existing contract is terminated by the county, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law. (Ord. 2000-0011 § 1 (part), 2000.)

**2.202.050 Pre-emption.**

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

**2.202.060 Severability.**

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-01 § 1 (part), 2000.)